

ADOT/JPA File No.: 07-153-I  
AG Contract No.: P0012008-000029  
Project: Photo Enforcement System  
Section: SR 60 & 93 through Wickenburg  
TRACS No.: N/A  
Budget Source Item No.: N/A

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF WICKENBURG

**THIS AGREEMENT** is entered into this date February 27th 2008, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "ADOT") and the TOWN of WICKENBURG, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

### I. RECITALS

1. ADOT is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes § 9-240 & 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

3. Wickenburg is proposing and implementing a Photo Enforcement System along State Routes within the boundaries of the Town of Wickenburg. Three types of photo enforcement systems are being considered: (a) Red Light Running cameras at signalized intersections with or without speed enforcement in conjunction with red light running cameras, (b) Mobile Speed Enforcement with Vans and (c) Fixed Enforcement Speed Enforcement with roadside cameras. ADOT will assist the Town with encroachment permits for vehicular or stationary equipment within ADOT's right-of-way. The Town is responsible for all phases of the implementation and deployment of the Photo Enforcement System; ADOT's Prescott District and Traffic Engineering Office will assist the Town in regard to permit application, approval processing and technical review of submittals. The responsibilities of the parties are outlined on the following pages in Section II. of this Agreement.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 297116  
Filed with the Secretary of State  
Dated: 2-27-08  
*James K. Shivers*  
Secretary of State  
*[Signature]*

## **II. SCOPE OF WORK**

### **1. ADOT:**

a. Traffic Engineering Group will review current operational speed studies, crash history reports, design of the system hardware components and other detailed reports that verify the necessity of the proposed photo enforcement system submitted by the Town.

b. ADOT's Prescott District will review the Encroachment Permits application (for vehicular or stationary equipment) for photo enforcement on the State highway system after the Town meets all application requirements. Each permit will have specific location, duration date, type of enforcement system, etc. Permits will be granted for a period of one year, with the possibility of a one-year renewal.

c. Will be responsible for the establishment and maintenance of posted speed limits.

d. ADOT will review design of the system hardware including type of equipment, loops, power, and connection to signal indication, camera locations, and will approve the system hardware prior to installation.

### **2. The Town:**

a. As part of the encroachment permit process, provide the proper documentation to the Prescott District for justification of photo enforcement based on an adverse crash history and other necessary information at the location or corridor.

b. Will maintain an Operational Agreement with DPS to include routine traffic enforcement and investigations of all traffic accidents on the section of State highways subject to photo enforcement hereunder.

c. Will be responsible for public involvement process prior to the decision to deploy photo enforcement. Once a program is planned, the Town will consider media coverage. A one-month warning period will be considered prior to any system actually ticketing motorists.

d. Will be responsible for resources for enforcement and the court system to handle increased citations.

e. Must apply with ADOT's' Prescott District Office for an Encroachment Permit. ADOT's Prescott District Office will issue Encroachments Permits for mobile enforcement and each specific location for fixed cameras and/or sensors and red light running cameras. Each permit will have specific requirements with a duration date. The permit will be for a period of one year, with the possibility of a one-year renewal.

f. Will be responsible for the installation of Photo Enforcement System and the type of equipment used for the design of the system hardware including loops, power, and connections to signal indications and camera locations including all utility conflicts and any needed relocations.

g. Will be responsible for all maintenance and operation of the Photo Enforcement System, including electrical energy costs. If the signal is operated by the local jurisdiction under an existing Agreement, the signal timing and phasing will conform to the policies set by ADOT Traffic Engineering which includes clearance intervals, yellow phase timing, and the all red phase.

h. Will provide emergency provisions for system shutdown.

**III. MISCELLANEOUS PROVISIONS**


1. This Agreement may be cancelled by either party with a 30 day written notice to the other party.
2. The Town assumes all financial responsibility and liability of any nature whatsoever arising from or out of this Agreement and the encroachment activity. The Town will indemnify, defend, and hold harmless ADOT and the State of Arizona and any of its agents, directors, officers, employees from and against any and all claims, actions, losses, liabilities, costs, damages, or expenses, including court costs, reasonable attorney's fees, and costs of claim processing and investigation, arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Town, any of its directors, officers, agents, employees, or volunteers, or its contractor or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the Town's failure to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Town and/or contractors and subcontractors will be required to procure insurance with specified limits naming the State of Arizona and ADOT as additional insureds.
3. It is understood and agreed that this Agreement may be amended in writing when deemed necessary by both parties.
4. This Agreement will become effective upon filing with the Secretary of State.
5. This Agreement may be cancelled in accordance with Arizona Revised Statute Section §38-511.
6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by binding arbitration under the construction arbitration rules of the American Arbitration Association existing at the time of arbitration pursuant to Arizona Revised Statute Section §12-1518.
7. All notices or demands upon any party to this Agreement will be in writing and will be delivered in person or sent by mail, addressed as follows:


Arizona Department of Transportation Joint Project Administration 205 S. 17 <sup>th</sup> Avenue, Mail Drop 616E Phoenix, Arizona 85007 (602) 712-7525 (602) 712-7424 Fax	Town of Wickenburg 155 North Tegner, Suite A Wickenburg, Arizona 85390 Attn: Phone # (928) 684-5451 Fax # (928) 506-1580
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8. In accordance with Arizona Revised Statutes §11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.
9. The provisions of Arizona Revised Statutes §35-214 are applicable to this Agreement.
10. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28CFR Parts 35 and 36. The parties to this Agreement will comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
11. Non-Availability of Funds: Every payment obligation of ADOT under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOT at the end of the period for which the funds are available. No liability will accrue to ADOT in the event this provision is exercised, and ADOT will not be obligated or liable for any future payments as a result of termination under this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

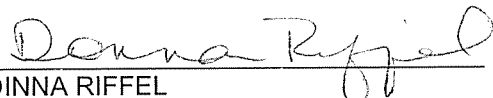
TOWN OF WICKENBURG

ARIZONA DEPARTMENT OF  
TRANSPORTATION

By   
RON BADOWSKI  
Mayor

By   
SAM ELTERS  
State Engineer

ATTEST:

By   
DINNA RIFFEL  
Clerk

November 28<sup>th</sup> 2007-ly

RESOLUTION NO. 1567

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF WICKENBURG, COUNTY OF MARICOPA, STATE OF ARIZONA, RESOLVING THAT THE TOWN OF WICKENBURG ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, WHICH IN ESSENCE EMPOWERS THE TOWN TO IMPLEMENT A PHOTO ENFORCEMENT SYSTEM ALONG STATE ROUTES WITH THE TOWN BOUNDARIES OF STATE ROUTES 60 AND 93

WHEREAS, the Town is desirous of the safety of the passengers of all motorized vehicles on the roads within the Town of Wickenburg; and,

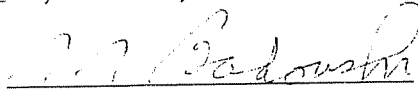
WHEREAS, the State of Arizona, by and through its Department of Transportation Division, has agreed to allow the Town of Wickenburg to implement a photo enforcement system along State Routes 60 and 93 with the Town boundaries and has, therefore, resolved through ADOT Resolution to enter into an Intergovernmental Agreement with the Town of Wickenburg to cause such action; and,

WHEREAS, the Intergovernmental Agreement to which this Resolution is attached sets forth the terms, provisions, and conditions along with the rights and obligations of the respective parties.

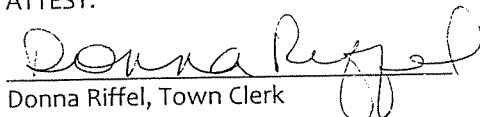
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, as follows:

1. The Intergovernmental Agreement attached hereto and to which this Resolution will be denoted as Exhibit "A" thereto, be and is hereby authorized, approved, and adopted.
2. The Common Council of the Town of Wickenburg authorizes the Mayor to enter into and otherwise execute the Intergovernmental Agreement.
3. The Town of Wickenburg agrees, and does by these presences, agree to be bound by all terms, provisions, and conditions of the Intergovernmental Agreement and to accept any obligations imposed upon it and accept the benefits gained therefrom.


APPROVED, PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE Town of Wickenburg, County of Maricopa, Arizona, this 4th Day of February 2008.

  
R. R. BADOWSKI, MAYOR

ATTEST:

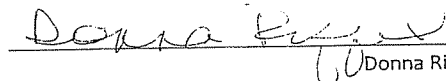
  
Donna Riffel, Town Clerk

APPROVED AS TO FORM:

  
Susan D. Goodwin, Town Attorney  
Curtis, Goodwin, Sullivan, Udall, & Schwab, P.L.C.

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution Number 1567 was duly passed and adopted by the Mayor and Common Council of the Town of Wickenburg, Arizona, at a regular meeting held on the 4<sup>th</sup> day of February 2008, and that a quorum was present at the meeting.

  
Donna Riffel, Town Clerk

ATTORNEY APPROVAL FORM  
FOR THE TOWN OF WICKENBURG

INTERGOVERNMENTAL AGREEMENT DETERMINATION LETTER


I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and Town of Wickenburg, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Town's Attorney who has determined that it is in proper form and within the powers and authority granted to Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said Agreement.

Dated 2 - 4, 2008

T Susan Goodwin

Attorney

<p>TERRY GODDARD Attorney General</p>	<p> <b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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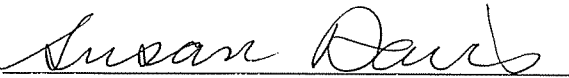
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P001-2008-000029 (JPA 07-153-I), an Agreement between public agencies, i.e., The State of Arizona and The Town of Wickenburg, has been reviewed pursuant to A.R.S. § 11-951 through 11-954, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 21, 2008.

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:smb:151492  
Attachment